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The Solicitors' Journal

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Current Topics.

The Vacation Court.

THOUGH the vacation is but little more than three weeks old, there have been four very busy sittings of the Vacation Court, the first being only two days after the end of term. Anyone who has been in court cannot fail to have noticed the firmness with which ATKINSON, J., has laid down that in motions for injunctions it is the business of the Vacation Court to maintain, as far as possible, the *status quo*. His lordship has several times pointed out that when, as at the present stage of the vacation, the trial of an action cannot possibly take place for at least two months, it is unwise to grant an interim injunction except on the strongest *prima facie* case. With this we must respectfully agree, adding that there is a tendency to overlook this aspect of interim injunctions. An injunction, if granted on any other than the strongest grounds, may do harm to a defendant which no undertaking in damages can set right. It should always be borne in mind that the Vacation Court exists only for "matters of urgency," and many motions for injunctions which have been made in the past cannot have been framed with that rule in mind. Indeed, it is hardly too harsh to describe some motions as almost amounting to an abuse of the process of the court. A feature of this Vacation Court, if we may venture to say so, has been the extraordinarily keen interest displayed by the judge, an interest which must have disconcerted at least one counsel already. The incident in question occurred during the hearing of a motion in which an injunction was sought to prevent the erection of a block of flats. Counsel was explaining how the proposed flats would interfere with his client's right of light, when his lordship interposed to say that he had paid a visit to the place in question the previous day so as the better to understand the position. During the course of the hearing it became apparent that his lordship's view had been exceedingly thorough, surely a most happy instance of judicial zeal and enterprise.

Legislating for the Camper and Caravanist.

IT would appear likely that before long county councils and local authorities generally will be given more effective powers than they possess at present for dealing with the ever-increasing army of campers-out and caravanists which is now an outstanding feature of every holiday resort. The deputation representing local governing bodies which recently conferred with the Minister of Health with a view to asking for additional powers for regulating this form of holiday-making were invited by Sir EDWARD HILTON YOUNG to furnish him with evidence sufficient to justify parliamentary action, and with their views as to the precise form which they suggest legislation should take; and behind the Minister's request there was an implied promise that legislation would be introduced if a sufficiently strong case were made out. For our own part we are disposed to deprecate, and we think public opinion will emphatically deprecate, any such legislation. There is a strong feeling abroad that nobody can do anything nowadays without the interference of officialism; and the mass of "regulations" affecting the daily life of the citizen is already well-nigh intolerable. The arguments already put forward by the authorities concerned with making regulations, and circulated by way of preliminary propaganda by articles in the daily press, may be summed up in two sentences, viz., (1) that the presence of these campers-out is obnoxious to local residents and lowers the value of property; and (2) that lack of "proper sanitary arrangements" is a menace to health. Both arguments appear to us to be weak in the extreme; and the suggestion put forward that no camper should be allowed to pitch his tent in any spot unless and until the owner of the field or wood or orchard in which it is to be fixed has first obtained a "licence of fitness" from the local authority appears to us to be wholly unnecessary. We think the existing law, wisely and effectively put into force as occasion arises, should suffice both to protect private interests and to prevent any breach of the law relating to public health.

Restoration of Antiquities under the Settled Land Act.

THE Third Schedule to the Settled Land Act, 1925, contains an exhaustive list of improvements to settled land which a tenant for life can ask the court or the trustees of the settlement to authorise to be carried out at the expense, either permanently or temporarily, of capital moneys, but at first sight it would seem rather difficult to bring ancient monastic remains in an advanced state of decay within the Act. But even ruins, if they are of great historic interest, may produce a considerable income from fees paid by sightseers. Whether the property is occupied for habitation or not, the question is, as COTTON, L.J., said in *In re Hotchkys*, 32 Ch. D., at p. 417: "When the property has fallen into bad repair, whether it is worth while to do the repairs." In *In re Battle Abbey Settled Estate* (*Times*, 27th July), the tenant for life of that historic estate asked power for the trustees to raise £3,350 out of capital and spend it over a period of several years in recon ditioning the gate-house, dorter range and other buildings which were all that is now left of the original Battle Abbey. The present mansion house, which is modern, had been let to a school, but was partly destroyed by fire some time back, and had been re-built out of insurance moneys. The former tenant of the school was willing to take it on again at a good rent, but would not be responsible for the repair of the antiquities, which, owing to time and the weather, were now

falling into a dangerous condition, though the tenant for life had already spent over £1,000 in repairs. The case, it was argued, could be brought either under para. (xxiii) of Pt. I of the Third Schedule as being " alterations in buildings reasonably necessary or proper to enable the same to be let," or para. (v) of Pt. II as " structural additions to or alterations to buildings reasonably required, whether the buildings are intended to be let or not, or are already let." From the point of view of historic national interest it was obviously undesirable to allow the Abbey to fall into further disrepair, though complete restoration was neither desirable nor possible. But the expenditure could be and in fact was authorised by EVE, J., as coming within either clause of the schedule. Unless the proposed work was done it would not, he said, be possible to maintain the income from visitors' fees which amounted to £850 a year, and without restoration the buildings would soon become a source of danger and cease to be any attraction to possible tenants. The tenant for life offered by her counsel to contribute £100 a year for her life until the capital was recouped, and on that condition which the trustees may require in the case of improvements under Pt. II, the court made the order asked for.

The Fitzpatrick Case.

THE possibility that an innocent person may lawfully be detained by police officers on suspicion of having committed a felony is one with which lawyers are familiar, but which is not always present to the mind of the layman. Lord TRENCHARD'S recent report on the circumstances of the arrest of Flying-Officer FITZPATRICK at 3.30 a.m. on 14th July, will do much to remove potential causes of friction between the police and the public. The short facts were that Flying-Officer FITZPATRICK was detained on a suspicion which later proved to be baseless. The plain-clothes officers who arrested him genuinely believed him to be a thief, while he, on the other hand, offered resistance to their efforts, being honestly convinced that they were motor bandits. Mr. FITZPATRICK was carrying a suitcase, and when the police officers showed him their warrant cards and asked him to look at the police signs and wireless apparatus in the car he was not satisfied with their *bonâ fides*, looking upon their efforts as mere tricks to decoy him into the car and obtain possession of his suitcase. The matter was raised by Brigadier-General SPEARS in the House of Commons on 26th July, and later Flying-Officer FITZPATRICK and Commander MARSDEN, M.P., interviewed Lord TRENCHARD. In his report, which was published on 18th August, Lord TRENCHARD suggested that it might have been better to offer to take the suspected person to the nearest main thoroughfare, or, better still, to fetch a uniformed police constable, rather than to go down a side street to a police station of which the accused person had never heard. Lord TRENCHARD also found that, making allowance for the heat engendered by a protracted struggle, the police sergeant was definitely wrong in refusing to apologise to Mr. FITZPATRICK when he found that he was innocent. As soon as innocence is established, the report emphasises the necessity to do everything possible to assist the person stopped and remove the sense of grievance by making all possible amends. A defect in the standing instructions issued by the Commissioner to the police is frankly commented on in the report, and an amendment is promised. No formal report of the matter was ever made to a superior officer, although the sergeant mentioned it to his divisional detective-inspector twenty-four hours later. In all such cases, says the report, the matter should be at once reported to superior officers, and instructions to the police are to be issued accordingly. The lot of a plain-clothes officer is sometimes unhappier than that of a policeman owing to the difficulty of recognising his status, and the recommendations contained in the report ought to go far towards removing any possibility of misunderstandings in the future.

Responsibility of Directors for Fraudulent Trading.

THE scope of the Companies Act, 1929, s. 275 (1), has been considered in three recent cases. In *In re Patrick and Lyon Limited* [1933] W.N. 98, the evidence was that (*a*) the issued capital was £1,251, and (as creditors were pressing in February, 1932) a board meeting was held at which debentures for £400 were issued to the respondent in exchange for his cheque, (*b*) the company, however then drew cheques in favour of the respondent for £339 16s. in repayment of loans (and £77 for director's fees) and in favour of the respondent's wife for £51 18s. 1d. in repayment of loans, (*c*) from March, 1932, the company ceased to make purchases, but sold its stock and collected book debts, (*d*) on the 13th August, 1932, a receiver was appointed under the debentures, and a meeting was called for the 22nd August, for the purpose of winding up the company. The debenture-holders were subsequently paid in full, and nothing was left for the unsecured creditors, some of whom applied for a declaration that the respondent be held personally liable. The case for the applicants was that, as from the 12th February, 1932, the business was only carried on for the purpose of preventing the debentures from being impugned under s. 266 of the above Act. Mr. Justice Maugham held that (even if the notices of winding up had been delayed until six months after the issue of debentures) there was no evidence of " fraud " or " fraudulent purpose " within s. 275, *supra*. These words connoted real dishonesty, and (in the absence of evidence to justify an indictment) the summons was dismissed, but without costs.

The converse of the above position had previously arisen in *In re William C. Leitch Brothers Limited* [1932] 2 Ch. 71. The company (having bought the respondent's business) was in serious financial difficulty, and the respondent (as debenture-holder) therefore appointed a receiver, who in turn appointed the respondent as manager. In this capacity the respondent moved goods to a shop in Glasgow, which was in his wife's name. Between January and May, 1930, the respondent had ordered goods much in excess of the requirements of the company's business, and greater in value than the purchases for the corresponding periods in other years. Mr. Justice Maugham held that (1) the respondent deliberately went on trading, in the name of the company, to safeguard his own position, and without any regard to the interests of creditors, (2) as s. 275 was in the nature of a punitive provision, it was in the discretion of the court to make an order, without limiting the amount to the debts of the creditors defrauded, (3) the respondent was therefore declared personally liable for £6,000.

The question then arose whether this amount was divisible among those creditors (with whom debts were contracted during the period of fraudulent trading) or whether it formed part of the general assets of the company. In *In re William C. Leitch Bros. Ltd. (No. 2)* [1932] W.N. 270, it was held by Mr. Justice Eve that the section authorised no departure from the general scheme of winding up, viz., a distribution *pari passu*. The amount recovered by the liquidator (£3,356) was, therefore, ordered to be dealt with as general assets.

The conclusion is that those in charge of the destinies of companies may find themselves in a position of extraordinary difficulty—whichever of two courses they adopt. If they continue to order goods (to keep the business as a going concern) they may be penalised, as in the last-named case. If they merely collect the book debts, and discharge the liabilities, they may even then be taken to task for continuing the life of the company—which is apparently no longer a worthy ideal, in view of the first-named case, *supra*.

Mr. Samuel Wells Page, solicitor, of Wolverhampton, left £13,767, with net personalty £1,994. He left £100 to the Royal Orphanage, Wolverhampton.

Slavery.

By s. 12 of the Statute 3 & 4 William IV, c. 73, passed 24th August, 1833, it was enacted that, from and after 1st August, 1834, "Slavery shall be and is hereby utterly and for ever abolished and declared unlawful throughout the British Colonies, Plantations, and Possessions abroad."

Some excess of zeal was no doubt pardonable in men who were sweeping away an institution which they deemed an abominable and unchristian thing, but the criticism lies that the Legislature can in no way fetter its future action. It cannot make laws on the supposed model of the Medes and Persians, and the next Parliament had full power to repeal the whole of that or any other Act passed by its predecessor. The abolition stands, not because in terms it was declared to be permanent, but because the idea of slavery has for generations been hateful to the English race, and the existence of it under our flag, even overseas, was and is deemed a pollution of it.

It is perhaps unnecessary to add that, notwithstanding its unpopularity, the abolition of slavery within the jurisdiction of the British Parliament was, even in the early nineteenth century, no easy task. The cultivation of sugar and cotton in America and the West Indies had created enormous vested interests, and the sum of twenty million pounds, to be paid by way of compensation to the slave-owners, was deemed a large one in those days, though it does not now go far in the construction of battleships. The British people were ready to pay that sum to keep the lands they ruled free from the taint they loathed. The United States no doubt paid a much greater price in the Civil War, and the abolished American slavery has left an aftermath of problems in the existence of the free black descendants of the slaves side by side with the the white race with, at least nominally, equal political privileges.

The abolition of such slavery as might ever have been tolerated in England itself had, of course, taken place long before 1833. Blackstone wrote (original edition of "Commentaries," vol. I, p. 412): "The law of England abhors, and will not endure the existence of slavery within this nation." He instanced an attempt made by Statute I Edw. VI, c. 3, to compel idle vagabonds to work under servile conditions, with a ring of iron round their necks, arms, or legs, and its repeal two years afterwards as unworkable. His book being issued in 1765, he was just too early to quote the classical case of *Somersett* (1772), 1 Lofft 1, in which Lord Mansfield and his colleagues declined to recognise the right of a slave-owner to kidnap his slave on British soil and place him on a vessel by way of resuming possession of him. Blackstone could and did quote a previous case (*Smith* v. *Gould* (1705), 2 Salk. 666), to the effect that trover would not lie in England for the recovery of a negro slave. The slave in fact became a free man directly he stepped upon English soil or an English ship on the high seas, a proposition finally confirmed in *Forbes* v. *Cochran and Cockburn* (1824), 2 B. & C. 448, the defendants being two British admirals and the plaintiff a slave-owner, some of whose slaves had escaped and reached a vessel under the command of the defendants. The action was for harbouring the slaves, and it was held that it was not maintainable. With all their faults, the English have been the first, the strongest, and the most determined opponents of the institution of slavery.

The Parliamentary veto on the slave trade, imposed by 47 Geo. III, sess. 1, c. 36 (1807), preceded that on slavery itself, and it was held in *The Fortuna* (1811), 1 Dods, 81, that the slave trade was deemed by this country to be contrary to the law of nations, unless tolerated by the municipal regulations of the state to which the owners of the vessel engaged in the trade might belong. The barbarities of the slave dealers and traders no doubt exceeded that of slave owners, who had more permanent and personal relations with their slaves than the traders, though the relations of slave and owner always made the cruelties of a Legree possible.

A statute made by any local parliament within the Empire allowing or countenancing slavery, even if formally receiving the Royal Assent, would presumably have been held invalid before 1865, as repugnant to the law of England, and, after the passing of the Colonial Laws Validity Act, 1865, as repugnant to the law applicable to the Empire as enacted by Parliament. Since the passing of the Statute of Westminster, 1931, however, the capacity of the Dominions to pass such a law is fully established, subject only in the cases of Canada, Australia and New Zealand to the Acts embodying their constitutions. It may be hoped that a statute crudely purporting to re-establish slavery, whether within or without the British Empire, would be an unthinkable measure for the parliament of any civilised people to enact. Such as the danger may be, it does not lie in that direction. Slavery would be masked, possibly as "peonage" or forced labour, possibly by a system which allowed venal courts to condemn unemployed workers or "natives" as vagabonds on the evidence of interested parties, to sentence them to terms of imprisonment for the offence, and to hire them out to favoured employers as chain-gangs with or without that evidence of servitude. The old tag that the price of liberty is eternal vigilance may be *cliché*, but it remains true. In our article "Fundamental Laws of the British Empire" (73 Sol. J. 562), we discussed the possibility of ensuring that, within the Empire, no custom or institution repugnant to the genius of the English people should be allowed by law, with special reference to slavery and servile contracts. Even in the twentieth century, this danger cannot be disregarded. The old controversy as to Chinese labour in the Transvaal in the early years of it was certainly a factor in the downfall of the government that allowed the importation of the Chinese, and recently questions have arisen as to the conditions of employment of natives in Kenya, and of certain you g girls in Chinese households in Hong-Kong and Shanghai.

The conditions of slavery may, of course, vary very greatly, from the entire dominion of the slave by the master, including the irresponsible power of life and death, to the comparatively humane conditions of the later Roman Empire, where certain favoured slaves were rich, and lived in luxury. One of the chief difficulties of liberation has been that, where the slaves have belonged to a backward race, and the slave-owners have been reasonably kind, the new responsibilities of the freed men may re-act disastrously on them. Within the Empire, that difficulty has been overcome, and should not be insuperable in the countries which still cling to slavery, or, perhaps, find themselves unable yet to throw it off, though they may wish to do so. The lead given by England and imposed a hundred years ago on all British possessions is one which, through the League of Nations or otherwise, can and should be followed until the whole world is purged of an offence against mankind.

Liability of Occupiers for Dangerous Premises.

CONTRACTUAL LIABILITY.

It is proposed in this article to consider the liability of the occupier of dangerous premises to those who enter them in pursuance of a contract with him. This of course depends upon the terms of the particular contract in each case. Often the terms as to such liability are express and can easily be discovered, but more often the contract is silent on the point and the terms must be implied by the court as a matter of law, the jury finding any necessary facts in dispute: *Tournier* v. *National Provincial & Union Bank of England* [1924] 1 K.B. 461, at pp. 480, 483.

Although the Court of Appeal were considering the particular case of the occupier who admits on payment spectators to his premises to view a potentially dangerous sport, the case

of *Hall* v. *Brooklands Auto-Racing Club*, 48 T.L.R. 546, contains an extremely useful review of the authorities and supports a principle capable of general application. This principle is best expressed by McCardie, J., in *Maclenan* v. *Segar* [1917] 2 K.B. 325, at p. 332, where he says: "Where the occupier of premises agrees for reward that a person shall have the right to enter and use them for a mutually contemplated purpose, the contract between the parties (unless it provides to the contrary) contains an implied warranty that the premises are as safe for that purpose as reasonable care and skill on the part of anyone can make them. The rule is subject to the limitation that the defendant is not to be held responsible for defects which could not have been discovered by reasonable care or skill on the part of any person concerned with the construction, alteration, repair or maintenance of the premises." Greer, L.J., quotes this passage with approval in *Hall's Case*, 48 T.L.R., at p. 552. McCardie, J., goes on to say, ". . . it matters not whether the lack of care or skill be that of the defendant or his servants, or that of an independent contractor or his servants, or whether the negligence takes place before or after the occupation by the defendant of the premises." Scrutton, L.J., in *Hall's Case*, 48 T.L.R., at pp. 549–550, quotes other authorities supporting the same principle, particularly *Francis* v. *Cockrell*, L.R. 5, Q.B. 501, and *Cox* v. *Coulson* [1916] 2 K.B. 177, at pp. 181–184, but adds that in cases where there is a contract to view an entertainment "there is no obligation to protect against a danger incident to the entertainment which any reasonable spectator foresees and of which he takes the risk."

There are often cases in which the injured plaintiff fails to prove that he has made any contract with the defendant or that it is such as to import such a warranty: *Humphreys* v. *Dreamland* (*Margate*) *Limited*, 100 L.J., K.B. 137; 74 Sol. J. 862, H.L.

Again the contract may be such as not to import any such implied warranty as that already referred to, but only an implied undertaking by the occupier to use reasonable care for the safety of the other party. Thus, the duty of an employer to his servants using his premises seems to be limited to such an undertaking, subject of course to the doctrine of common employment: *Cole* v. *De Trafford* (*No.* 2) [1918] 2 K.B. 523, at pp. 527–528, 534–537. And in *Cox* v. *Coulson* (*supra*), the defendant, the lessee and manager of a theatre, was held to be liable only to the extent of such an undertaking. Had he been the producer he would have been responsible for the negligence of the actors, but as the play was produced by the manager of the touring company, the defendant was held to be liable for any defects in the actual structure of the theatre, but beyond that only bound to use reasonable care that the performance of the play did not expose to danger the persons whom he invited to see it. It would of course have been a different matter again, if he had in fact entirely parted with the control of the theatre. *Sheehan* v. *Dreamland* (*Margate*) *Limited*, 40 T.L.R. 165, followed *Cox* v. *Coulson* (*supra*), Bankes, L.J., pointing out that in the former case the court were agreed that the contractual relationship to be inferred was that of invitor and invitee.

It is always relevant to consider whether in fact the plaintiff had knowledge or warning of the danger, for it may be that he impliedly undertook to run the risk himself, *volenti non fit injuria*, or that he was guilty of contributory negligence, or that the danger was so obvious as to be no longer a danger to those who had once been warned of it. In the last case the occupier's only duty would be to give such a warning.

It will be seen from the foregoing and from the judgment of Scrutton, L.J., in *Hall's Case* (*supra*), that the position is by no means clear, and that the distinctions between the various degrees of liability are somewhat fine. Indeed, it seems doubtful whether the contractual liability of the occupier is really any greater than his liability to the invitee who pays nothing to enter.

Company Law and Practice.

Irredeemable Debentures.

This week I want to touch upon one or two aspects of debentures and debenture stock which may be worth remembering. First of all s. 74. This runs as follows:—

> "A condition contained in any debentures or in any deed for securing any debentures, whether issued or executed before or after the commencement of this Act, shall not be invalid by reason only that the debentures are thereby made irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period, however long, any rule of equity to the contrary notwithstanding."

The rule of equity there referred to, of course, is the rule that a clog on the equity of redemption contained in a mortgage is invalid; and by a clog on the equity is meant a provision whereby the mortgagor's right to redeem his mortgaged property is hampered. But though one may refer, blithely enough, to a clog on the equity, and attempt to put it in a nutshell, as I have done, the difficulty is, as Lord Macnaghten once said of another rule, to keep it there. So at the risk of trespassing on another's ground, I will endeavour to put forward as shortly as I can the doctrine of the clog on the equity, together with the chief qualifications of it. It is plain, of course, that an irredeemable debenture entirely deprives the mortgagor company of any right to redeem.

The first case to which we need refer in this connection is that of *Bradley* v. *Carritt* [1903] A.C. 253. Bradley held a majority of the issued share capital of a tea company; by an agreement in writing he agreed to transfer those shares, in consideration of a loan, to the respondent by way of security, and also agreed to use his best endeavours to secure that the mortgagee should always thereafter be the company's broker for the sale of its teas, and in the event of any of the company's teas being sold otherwise than through the mortgagee to pay him the commission which would have been his had he acted as the company's broker with regard to the sale. The mortgage was paid off; the company subsequently changed its broker and the mortgagee brought an action for damages against the mortgagor for breach of contract. In the court of first instance, and in the Court of Appeal, the mortgagee carried the day, but in the House of Lords he came up against the doctrine of the clog on the equity, which proved too strong for him, and he lost.

Let us see what was said about this doctrine by one of the members of the House of Lords. Lord Davey refers back to his speech in *Noakes* v. *Rice* [1902] A.C. 24, at p. 32, and for the sake of convenience it is perhaps well that we should follow him, for he sets out in the plainest terms the doctrine which gave rise to s. 74 of the Companies Act, 1929. His lordship first of all referred to three equitable doctrines: (1) "Once a mortgage always a mortgage," (2) a mortgagee cannot reserve a collateral advantage outside the mortgage contract, (3) clogs on the equity are void.

The first maxim, he says, is only another way of saying that a mortgage cannot be made irredeemable, and that a provision to that effect is void, and refers to *Marquis of Northampton* v. *Salt* [1892] A.C.1. The second doctrine, he says, was established when the usury laws were in force. "The Court of Equity went beyond the usury laws . . . it therefore declared void every stipulation by a mortgagee for a collateral advantage which made his total remuneration for the loan indirectly exceed the legal interest . . . The abolition of the usury laws has made an alteration in the view the court should take on this subject, I agree that a collateral advantage may now be stipulated for by a mortgagee, provided that no unfair advantage be taken by the mortgagee which would render it void or voidable, according to the general principles of equity, and provided that it does not offend against the third doctrine." We shall hear a little more later about this question of a collateral advantage.

The third doctrine, Lord Davey says, means that the mortgagee shall not make any stipulation which will prevent a mortgagor, who has paid principal, interest and costs from getting back his mortgaged property in the condition in which he parted with it. He then proceeds to dissent from the decision in a case of *Santley* v. *Wilde* [1899] 2 Ch. 474, and then goes on to say: "The principle is this—that a mortgage must not be converted into something else; and when once you come to the conclusion that a stipulation for the benefit of the mortgagee is part of the mortgage transaction, it is but part of his security, and necessarily comes to an end on the payment off of the loan."

Having thus expressed himself in *Noakes* v. *Rice*, and having approved it in *Bradley* v. *Carritt*, Lord Davey proceeds to amplify his observations on the third maxim: "The principle, as it appears to me," he says at p. 266, "is that on payment of the principal, interest and costs, together with any bonus or anything in the nature of a bonus which has been properly stipulated for, and has become payable, the mortgage contract comes to an end, and the mortgagor is entitled to get his property back, unaltered in character, condition and incidents, and is henceforth relieved from the burden imposed upon him by the contract."

Later on in his speech Lord Davey uses a phrase which may be referred to, for it is a very well-known one, and one the origin of which one may well have to search for at some time or another; it is this, and is found at p. 268: "Now, what is a share? It is but a bundle of rights, of which the right of voting at meetings of the company is not the least valuable." Applying the principles enunciated above, the House of Lords held (though not without dissension, for Lord Shand and Lord Lindley did not agree) that the agreement as to employing the erstwhile mortgagee as broker was not binding.

Now for our purpose we need not go any further than that first maxim referred to by Lord Davey in *Noakes* v. *Rice*, "once a mortgage always a mortgage," and that such a thing cannot therefore be irredeemable, but as the topic is before us we may perhaps look briefly at *G. & C. Kreglinger* v. *New Patagonia Meat & Cold Storage Co., Ltd.* [1914] A.C. 25. In 1910, K lent the P company £10,000 at 6 per cent., secured by a floating charge on the undertaking and property of the P company, and agreed not to call in the loan until the 30th September, 1915, though the P company could pay it off at any time on one month's notice. The agreement also stipulated that the P company (who were meat preservers) should not for a period of five years from its date sell sheepskins to anybody other than K so long as K were prepared to purchase them at market price, and that it should pay to K a commission of 1 per cent. upon the sale price of sheepskins sold by the P company to anybody other than K during that period. The P company gave notice to repay, and duly repaid the loan before the period of five years above referred to was up. K claimed that the right to purchase the sheepskins from the P company endured for the full period of five years, whether the loan was outstanding or not, and the House of Lords decided that this was so.

From our particular point of view, the speech of Lord Haldane, L.C., is of interest, because he reaffirms the proposition with which we are immediately concerned, namely, that a mortgage cannot be made irredeemable, but he refers to an exception, which is perhaps not of much practical importance, but should certainly not be lost sight of. This exception appears, as Lord Haldane shows at p. 36, in the case of *Howard* v. *Harris* (1681), 1 Vern. 33, 2 Ch. Cas. 147. Lord Keeper North, in that case, had to deal with a mortgage which was expressed to be irredeemable after the death of the mortgagor and failure of the heirs of his body, and, though it was not necessary to his decision, which was that such a provision was, in the circumstances, bad, he went on to suggest that such an arrangement would not be bad if it was between two brothers, for such would have been in substance a family arrangement, with which equity would not interfere. Another point which emerges from this case is that the doctrine of the clog on the equity (presumably used in the widest sense to include all three of Lord Davey's maxims) does, in Lord Haldane's view, apply to a floating charge just as much to any other mortgage security: indeed, on principle, it seems that this must be so, and it is difficult to think of any reasonable argument which could be advanced against such a view. In view of this conclusion s. 74 is all the more necessary.

The remainder of *Kreglinger's Case* does not much concern us, once we have seen that the principle of irredeemability is refuted, but Lord Parker's conclusions are of such general interest that they may just be mentioned here. His conclusions (at p. 56) may be summarized thus: A collateral advantage may be enjoyed by a mortgagee provided (1) it is not unconscionable, (2) it is not a clog on the equitable right to redeem, (3) it is not in the nature of a condition repugnant as well to the contractual as to the equitable right to redeem. In *Kreglinger's Case* the House of Lords decided that the right of pre-emption of the sheepskins was a collateral advantage, and was not open to objection on any of the three grounds enumerated.

Section 74 may perhaps have arisen by reason of the decision of Buckley, J., in *The Southern Brazilian Rio Grande do Sul Railway Co. Ltd.* [1905] 2 Ch. 78, where a company wished to issue irredeemable debenture stock, not being expressly empowered in that behalf by its memorandum. It was held that this was equivalent to granting perpetual annuities, and that there was no power to do this under the memorandum. The question was argued, but does not seem to have been decided, as to whether there was breach of the equitable doctrine as to a clog. In any event, it is always advisable in the memorandum of a new company expressly to confer a power to issue irredeemable debentures or debenture stock.

A Conveyancer's Diary.

Powers of Tenant for Life under S.L.A.: Prohibition or Limitation against Exercise.

I PROPOSE this week to remind the reader of some of the decisions upon s. 106 of the S.L.A., 1925, and the corresponding s. 51 of the S.L.A., 1882.

The object of s. 106 of the S.L.A., 1925, is to make void any dispositions which forbid or tend to prevent a tenant for life exercising any of the powers conferred by the Act.

The section reads:—

"(1) If in a settlement, will, assurance, or other instrument, executed or made before or after, or partly before and partly after, the commencement of this Act a provision is inserted—

"(*a*) purporting or attempting, by way of direction, declaration, or otherwise, to forbid a tenant for life or statutory owner to exercise any power under this Act, or his right to require the settled land to be vested in him; or

"(*b*) attempting, or tending, or intended, by a limitation, gift, or disposition over of settled land, or by a limitation, gift, or disposition of other real or any personal property, or by the imposition of any condition, or by forfeiture, or in any other manner whatever, to prohibit or prevent him from exercising, or to induce him to abstain from exercising, or to put him into a position inconsistent with his exercising, any power under this Act, or his right to require the settled land to be vested in him;

that provision, so far as it purports, or attempts or tends, or is intended to have or would or might have, the operation aforesaid, shall be deemed to be void.

"(2) For the purposes of this section an estate or interest limited to continue so long only as a person abstains from exercising any such power or right as aforesaid shall be and take effect as an estate or interest to continue for the period for which it would continue if that person were to abstain from exercising the power or right, discharged from liability to determination or cesser by or on his exercising the same.

"(3) Notwithstanding anything in a settlement, the exercise by a tenant for life or statutory owner of any power under this Act shall not occasion a forfeiture."

In *Re Simpson: Clarke* v. *Simpson* [1913] 1 Ch. 277, the facts were that a testator bequeathed a leasehold house to his executors and trustees in trust to permit his wife to occupy the same during her widowhood, with a provision for payment of ground rent, rates, taxes and outgoings, execution of repairs, and performance of covenants out of the testator's general estate, "it being my wish that my said wife shall be personally relieved from the payment of the ground rent, rates, taxes and outgoings, cost of repairs and the observance and performance of the covenants aforesaid." The widow resided in the house for fourteen years from the testator's death, the outgoings amounting to £160 a year, being paid by the trustees out of the general estate. The widow then sold the house under her powers as tenant for life under the S.L.A., 1882, and the trustees received the purchase money.

It was held that the widow was not entitled to be paid £160 a year out of the general estate in lieu of the provision for payment of rent and outgoings, as that provision, being merely an extra benefit conferred on her to enable her to reside in the house, was not a provision tending to induce her to abstain from exercising her statutory power of sale within the meaning of s. 51 of the S.L.A., 1882, and consequently came to an end on the sale.

In arriving at that decision, Swinfen Eady, J., relied mainly upon the views expressed by Buckley, J., in *Re Trenchard* [1902] 1 Ch. 378, and, as he said, differed from the opinion of Byrne, J., stated in an earlier application in the same matter (16 T.L.R. 525), although it is difficult to see in what respect the decision conflicts with that of Byrne, J.

In re Acklom: Oakeshott v. *Hawkins*, a testator bequeathed a leasehold house and certain personal chattels therein to his trustees upon trust to permit his sister, E.H., to reside there after his death, if she should wish to do so, and to have the use and enjoyment thereof during her life free of rent or other payment, and he gave to his said sister the use and enjoyment thereof for her life accordingly, and he directed his trustees after her death, or during her life if she should not wish to reside or continue to reside there, to sell the same and divide the proceeds between certain charities. E.H. resided in the house for some years and then went abroad for the benefit of her health. Owing to illness she was prevented from returning to England, and from time to time let the house, but paid the Schedule A income tax thereon. Later E.H. sold the house in exercise of her powers under the S.L.A., 1925.

Maugham, J., held that E.H., as tenant for life, was entitled to let the house without incurring any forfeiture, and that on the facts she had not finally and irrevocably determined neither to live in or let the house before any actual letting took place; and further that E.H. was entitled temporarily to give up possession if it was for the purpose of exercising her powers under the Act or of procuring a tenant or effecting a sale. E.H. was therefore entitled to the income of the proceeds of sale.

A more interesting case is *Re Patten; Westminster Bank, Limited* v. *Carlyon* [1929] 2 Ch. 276.

A testator by his will dated in 1927 directed his trustees to retain £3,000 and to apply the interest yearly in payment of the taxes, rates and repairs of his freehold house, and he desired that his aunt should "have the use of it and my furniture free of cost for her occupation during her life or so long as she may require them but without the power to sub-let the same or any part thereof on the termination of her occupation the house is to be sold," and from the proceeds added to the above £3,000 certain legacies were given. He also directed that when the house had been sold his nephew G.P. should have the furniture.

Romer, J., held (1) that the provision forbidding the tenant for life to sub-let was void under sub-s. (1) of s. 106 of the S.L.A., 1925, and that the provision requiring the house to be sold and the gift over of the proceeds of sale upon the termination of her occupation was also avoided by that sub-section so far as that provision would operate in the event of her exercising any of her powers as tenant for life; (2) that the gift over of the £3,000 was a provision which tended to induce her to abstain from exercising her powers of leasing as a tenant for life, and was void, therefore, so far as it had that tendency; and that it should be read to take effect only upon her ceasing to reside for any reason other than the exercise of her powers of leasing as a tenant for life; (3) that in the event of her selling the house she would not be entitled to be paid any part of the income of the £3,000; and (4) that she was entitled to the furniture during her life or until she ceased to occupy the house for any reason other than the exercise of her powers as tenant for life.

The net result of this decision seems to be that the tenant for life might sell the house under her powers as tenant for life and would be entitled to the income of the proceeds of sale. But if she did so, the trusts of the income of the £3,000 would come to an end. The learned judge decided that she could not in that event be entitled, as was contended on her behalf, to so much of the income as would have been sufficient to pay the outgoings and repairs if the house had been retained.

If, however, the tenant for life chose to let the house under her statutory powers, the income of the £3,000 would continue to be applicable to payment of the outgoings and repairs. In that event the tenant for life would continue to have the benefit of the income of the £3,000 in the increased rental which she would be able to obtain for it by reason of the rates, taxes and repairs being provided for.

Finally, whether the tenant for life sold or let the house, she would be entitled for her life to the use of the furniture. She would, however, lose her right to the use of the furniture if she ceased to occupy the house without letting or selling it under her powers as tenant for life, an event one would think which was not likely to happen.

I have pointed out before how utterly unreasonable the effect of these provisions of the Act are. There is no reason of public policy or otherwise why a testator should not give his widow the use of his house so long as she desires to live in it, and provide that if she prefers not to do so the house shall go to someone else or be sold and the proceeds divided. That, however, can only be done by creating a trust for sale (the reason for which the testator will not understand) and directing the trustees to permit the widow to reside in the house until sale, and providing that so long as she shall so reside no sale is to take place without her consent.

Landlord and Tenant Notebook.

Evading s. 19 (1) of L.T.A., 1927.

A FEW weeks ago ("Notebook" of 8th July, 77 SOL. J. 479) I discussed what appeared to be an attempt to evade L.T.A., 1927, s. 18 (*d*), and came to the conclusion that that sub-section was well drafted and that attempts to evade it had been intelligently anticipated. My attention has since been drawn to a lease which makes me wonder whether sufficient imagination has been exercised in drafting s. 19 (1), by which "in all leases, whether made before or after the commencement of this Act, containing a covenant, condition or agreement against assigning, underletting, charging or parting with the possession . . . without

licence or consent, such covenant . . . shall, notwithstanding any express provision to the contrary, be deemed to be subject (*a*) to a proviso to the effect that such licence or consent is not to be unreasonably withheld . . . "

I take it that the draughtsman of this sub-section had in mind two fairly common forms of the covenant against alienation, namely, a covenant qualified by the words " without the consent of the lessor," and a covenant with that qualification itself qualified by the further words " such consent not to be unreasonably refused," and that he thought the legislature would best achieve its object by enacting that, once the covenant was qualified in the manner mentioned, the qualification should be deemed to be qualified in the usual way whether the further qualifying words occurred or not.

He did not, therefore, see fit to define the expression " covenant condition or agreement against assigning, underletting, charging or parting with the possession of . . . without licence or consent," and apparently gave no consideration to the fact that other qualifications may be introduced besides those specified in the sub-section. Thus, a covenant may, after prohibiting alienation, provide for consent in the case of a class, or of persons outside a named class, only, with the added provision that it must be reasonable to consent.

I will take an example based on the covenant to which my attention was recently drawn. Suppose a covenant in these terms: " not to assign or underlet . . . without the written consent of the lessor, such consent (provided the proposed assignee or undertenant be not a member of the legal profession) not to be unreasonably withheld."

The example is, of course, imaginary; but the covenant to which my attention was drawn contained a reservation which, in my view, would not pass the test of reasonableness laid down by Warrington, L.J., in *Houlder Bros. & Co.* v. *Gibbs* [1925] Ch. 575, C.A.: " You must find in the objection something which connects it either with the personality of the intended assignee . . . or with the user which he is likely to make of the property." (This pronouncement may have been somewhat liberally interpreted, or modified, by the more recent decision in *Premier Confectionery (London), Ltd.* v. *London Commercial Sale Rooms, Ltd.* [1933] W.N. 182, but not so as to affect the present discussion. I merely wish to give an example of circumstances in which the landlord has sought to prohibit alienation irrespective of reasonableness, or, at all events, of what other people might consider reasonableness; and if any reader considers my example inappropriate, let him substitute for " member of the legal profession " some other class which he considers no court of law would hold to be necessarily undesirable tenants: e.g., bimetallist, woman, vegetarian).

Suppose, now, that the covenantor is anxious to sub-let to a member of the legal profession, bimetallist, etc., as the case may be. Does L.T.A., 1927, s. 19 (1), help him?

Covenantee would say " No; the sub-section applies only to covenants expressed to give me an unqualified veto; our agreement deals with the question of veto, and is therefore not affected."

To which covenantor would answer: " The exclusion of a class from our particular proviso amounts to an 'express provision to the contrary,' as foreseen by the legislature."

No doubt covenantee would reply: " Oh, no; what Parliament meant to forestall was ordinary contracting out, by means of a clause to the effect that 's. 19 (1) of the Landlord and Tenant Act, 1927, shall not apply to this lease.' This little stipulation, inserted though it may have been to satisfy a whim of mine, may restrict your liberty of disposing of the premises; but it is not a 'provision to the contrary' contemplated by the sub-section."

The matter is, as the judges say, not free from difficulty. In my opinion, while the lessor is probably right in surmising that the ordinary contracting out clause was all that was visualised, I do not agree that the example does not fall within the words " provision to the contrary." I think, then, that any qualification of a right of veto must be deemed to be subject to the statutory proviso, even a limited provision to the contrary being void.

But, the draughtsmanship being what it is, I am not prepared to say that it is impossible to evade this sub-section. The desired effect might perhaps be achieved by means of separate covenants: one " not to assign or underlet to any member of the legal profession " (bimetallist, woman, etc.), and the other " not to assign or underlet to any other person save with the consent of the landlord." It would, of course, be arguable that this was merely a covenant against alienation without consent plus a limited provision to the contrary.

In this connection I may refer to a suggestion made by some writers, that the sub-section applies to a covenant against alienation, whether qualified by provision for consent or not; the result would be that the statute prohibits absolute restrictions on alienation. Attractive arguments can be advanced to support such a contention, e.g., that even if there be an absolute prohibition, the landlord can always consent, and if he consented would not be allowed to enforce the covenant afterwards; while if he consented in writing, even if the lease were under seal, there would be accord and satisfaction of the covenant, the position being analogous to that in *Berry* v. *Berry* [1929] 2 K.B. 316, the latest authority on varying instruments under seal by instruments in writing. But, apart from the circumstance that there was consideration in the case mentioned and in those it approved, I do not think that the requirement as to express provision made in the sub-section can be ignored, and that some such words as " without consent," be they otiose or not, must be found before it applies. The expression " covenant condition or agreement against assigning, underletting, charging or parting with the possession of the demised premises or any part thereof without licence or consent " may not be defined, but it is not entirely new to statute law; something very similar is to be found in L.P.A., 1925, s. 144 (which prohibits fines, etc.) and is there a repetition of the Conveyancing Act, 1892, s. 3.

Our County Court Letter.

FRESH CONSIDERATIONS IN GAMING TRANSACTIONS.

The decision in *Hyams* v. *Stuart-King* [1908] 2 K.B. 696 was recently followed at Shipston-on-Stour County Court, in *Conway* v. *Cartwright*, in which the claim was for £80. The plaintiff relied upon an agreement (dated October, 1931) as follows: " In consideration of you, at my request, withdrawing the summons issued against me, and also refraining from reporting me as a defaulter to Tattersall's Committee and having me registered as such, I agree to pay you the sum of £80 which I admit to be due to you, by an instalment of £10 on the 1st December, 1931, and the balance of £70 on the 1st March, 1932. It is understood that in the event of the first instalment becoming seven days in arrear then the whole remaining balance will at once become due and payable." His Honour Judge Randolph, K.C., remarked that the defendant (for a good consideration) had signed an agreement to pay what he owed, not as a betting debt, but for the new consideration. Judgment was therefore given for the plaintiff, with costs.

THE REMUNERATION OF AUCTIONEERS' CLERKS.

In the recent case of *Davidson* v. *Waller*, at Weston-super-Mare County Court, the claim was for £48 10s. 3d. as arrears of salary, and money paid at the defendant's request. The plaintiff's case was that (1) on the 4th April, 1931, he was engaged as manager (under a written agreement) at £4 a week and 5 per cent. of the gross turnover, (2) this agreement was

terminated on the 3rd January, 1933, when he was paid £68 6s. 9d., including £52 as compensation, (3) a fresh verbal agreement was then made, under which he continued on the same terms, but from week to week only, (4) on the 29th April he gave the defendant a week's notice, and ceased work on the 5th May, although he occupied the defendant's flat until the 21st May. The defendant's case was that, after the 3rd January, he only allowed the plaintiff to remain (rent free) out of charity (as he had nowhere to go) and the plaintiff also owed him certain money not accounted for. His Honour Judge Parsons, K.C., remarked that it was improbable that the defendant (having paid to discharge one agreement) would then enter into another, equally onerous. Judgment was therefore given for the defendant with costs.

THE INSURANCE OF RACING GREYHOUNDS.

In the recent case of *John and G. Freeman* v. *Shaw*, at Ipswich County Court, the claim was for £4 4s. 10d. as money paid at the request of the defendant, and for work done as brokers and agents. The plaintiffs' case was that (1) being insurance brokers, they had been asked to quote for the insurance of the winner of the Waterloo Cup, viz., "Genial Nobleman"; (2) it was agreed that the dog should be insured for £1,500 (half its value) under the usual Lloyds policy—covering accident, illness or disease; (3) the defendant agreed to pay £9 per cent., but on the first day (a Saturday) cover could only be obtained for £300, which was raised to £1,000 on the Monday, and to the full £1,500 on the Tuesday; (4) the defendant (being dissatisfied with the rate of progress) had purported to cancel the insurance earlier in the day, but the plaintiffs had already become liable to the underwriters, who required a premium for their time on the risk. The defendant's case was that (*a*) the negotiations were on the footing that the dog was to be insured for £2,000, and (having failed to obtain that cover) he was entitled to rescind the agreement; (*b*) although he had subsequently insured the dog for £1,750 at £8 per cent., this lower quotation had not induced him to dispute liability to the plaintiffs. His Honour Judge Hildesley, K.C., held that the documentary evidence supported the case for the plaintiffs, and they were therefore entitled to judgment, with costs.

Land and Estate Topics.

By J. A. MORAN.

Auctioneers, as a rule, are now enjoying their annual holiday, and few will deny them the relaxation. Business during the spring and summer seasons was not up to expectations, but they have a right to comfort themselves with hopes of a better time in the near future. The generally-accepted view that things are on the mend is sure to have a favourable effect on the market, and anything in the nature of increased competition is sure to send up prices all round.

Auctioneers are unanimous concerning the injustice of s. 46 of the Housing Act, but the principle of confiscation seems to be so firmly established by successive Governments that there has been no real attempt to approach the heart of the grievance. Yet it was only a few years ago that Mr. Neville Chamberlain, in a letter to a correspondent, said he thought it "is unfair that no compensation should be given to an owner who has recently spent money on his property, and is treated no better than his neighbour who, perhaps, has done nothing to his houses which were in just as bad a condition." The then Minister of Health, it is only fair to remember, was no worse than many of his colleagues. What is wanted at the moment is that the Government should review the whole field of compensation where working-class property is compulsorily acquired. What owner of working-class houses is going to re-condition property over which hangs the possibility of a clearance, or a demolition, order?

Discussing the code of professional practice at a recent meeting of the Auctioneers and Estate Agents' Institute, Colonel Anderson, the President, said they had to realise that the public mode of living had changed. And a blessing, too, if we are to believe half that we hear of the early Victorian era. Anything would be more becoming than mutton-chop whiskers and inartistic crinolines. But why should the President have only just realised that the butcher had become a "meat purveyor," simply because there was more tinned meat, and his services, in consequence, were not so much required. For years past "meat purveyors" have been in the majority. The change was due to the women. A "butcher's wife" or a "butcher's daughter" has a ring about it that does not appeal to suburban society, so the best way to break off association with a cow's legs or liver was to establish direct association with something dainty that is tied up in fancy bottles or tins.

In times of general depression like those we are experiencing at the moment, we welcome more than ever an opportunity that serves to increase our bank balances. And once it comes our way we are determined to get a good grip of it. But there are some very foolish people who appear to make little use of it. For instance, there appeared in a prominent London daily newspaper a few days ago an attractive illustrated advertisement of what is described as a "substantial detached house." It is a drawback, undoubtedly, that water has to be fetched from a well nearby. But when the advertiser goes on to say that "main water supply will be available within a few months, when the house will be worth double," he assumes the role of something in the nature of a philanthropist. After all, a month is not long for a property owner, or anyone else, to wait for his possessions to double in value. In fact, I have a strong belief he would lie very low if he were assured of 10 per cent. within a few weeks.

A deal, believed to involve from £200,000 to £250,000, has resulted in the sale of the entire model village of Saltaire, near Bradford. The deal comprises more than a thousand houses and shops. Each tenant is to be given the opportunity of a personal interview, and there is no reason why the result should not add to the list of occupying owners.

One frequently hears surprise expressed at some estate exchanges. If a purchaser can sell shortly afterwards at a profit, why does the original owner let such a golden opportunity slip by? The reply is simple. The man who sells in the first instance receives cash in exchange, and saves himself all the worries attendant on an auction sale. Besides, there is a certain amount of risk in the public proceedings. The speculator is willing to take this, and generally comes out on top, for the simple reason that he is prepared to wait till luck comes his way. He began with small ventures in bricks and mortar, and by the time he has begun to dabble in big propositions he has acquired an experience that counts for a great deal. Some have fallen by the way, but the fact that one finds the same individual buying over and over again clearly indicates that there is money to be made in the business.

Tenants of Crown property in Regent-street express disappointment, but little surprise, at the statement made by Mr. Elliot in Parliament that the Government cannot reconsider the reduction of rents. After all that is said and done, the shopkeepers entered into their contracts with their eyes open, prepared to take the good with the bad. But suppose it were the other way about and they were amassing considerable fortunes owing to an unexpected rush of customers, what would they say if the Crown Commissioners suggested that the rents ought to be increased?

Mr. Robert William Emmet, solicitor, of Bloomsbury-square, and of Wedderburn-road, N.W., left £5,903, with net personalty £5,697.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Legality of Advertisement of Debt.

Q. 2794. (*a*) X, a tradesman, cannot get payment of a debt from Y, who can, but will not, pay. X has heart trouble, and cannot go into court upon any consideration. It is suggested that as Y has admitted the debt in writing, Y's letter of admission be posted up in one of X's shop windows so that Y's friends can read it as they pass the shop, and shame Y into paying the account. What objections are there, or what risks are opened to X if he takes that course ?

(*b*) X has suggested posting Y's letter on a board, and sending a sandwich man round the town with it. Y is a master at a school, and X intended the sandwich man to stand at the door of the school till the boys and the masters had passed out, and read the letter.

A. The fact that X cannot go into court is no obstacle to an action of debt in the county court. Y's written admission should enable X to obtain judgment, but (if Y contends that his admission was given by mistake or obtained by fraud) his evidence can be taken on commission. If Y has no defence (as appears to be the case) X can obtain judgment by default. Courses (*a*) and (*b*) are open to the objection that they (or either of them) will expose X to the risk of an action for libel, which is constituted by any written or printed words which tend to lower a person in the estimation of right-thinking men, *or* cause him to be shunned or avoided, *or* expose him to hatred, contempt *or* ridicule. The latter appears to be the most probable result, and Y would therefore have a claim for damages, probably exceeding the amount of his debt to X.

Rent Restrictions Acts—Fractions of a Penny.

Q. 2795. A dispute has arisen between a landlord and a tenant in respect to s. 2 (1) (*b*) of the Rent Restrictions Act, 1920. By reason of an increase of the local rates the landlord is entitled to increase the rent to 10s. 10d. and 11/13ths of a penny. He has served the statutory notice increasing the rent to 10s. 11d., intending to make a rebate of the difference next year. The tenant has tendered 10s. 10½d. and refuses to pay more. Can the landlord enforce payment of the ½d. in dispute ?

A. We know of no authority which justifies the landlord in increasing the rent beyond the lowest coin of the realm immediately less than the fraction. We should therefore, on principle, say that the landlord is entitled to increase the rent to 10s. 10¾d., the ¾d. being slightly less than 11/13d. At the same time it cannot be definitely asserted that a court would not uphold the landlord's claim to the full penny on the principle *de minimis non constat lex.*

Liability of Accommodation Acceptor.

Q. 2796. A owes money to B; B is constantly pressing A for settlement; as B is not disposed to wait in view of the fact that C—B's employer—thinks that A obtained excessive credit and so B would like to avoid questions with his employer C. D comes along and offers to accept a draft for the amount due payable at the end of the month drawn by A, payable to self, and endorsed as guarantor by B. The draft is discounted by E, a bank, and the money is paid to B in settlement of A's debt. Subsequently, as the draft on maturity is not paid by D, B is compelled to pay as endorser. The question is: Has B a right to sue D, who was an accommodation acceptor, even notwithstanding the fact that B knew that D was an accommodation acceptor ?

A. B has no right to sue D on the bill, but can claim contribution from him as a co-surety. The facts are similar to (though not identical with) those in *Reynolds* v. *Wheeler* (1861), 30 L.J. C.P. 350. The headnote is as follows: "C, being in want of money, applied to the plaintiff and the defendant to lend him their names to a bill, which was drawn by the plaintiff, accepted by C, and indorsed by the defendant. C got the bill discounted for his sole benefit, and (C having become bankrupt) the holder applied to the plaintiff and the defendant for payment, and the plaintiff paid the whole." It was held by Erle, C.J., and Williams, Willes and Byles, JJ., that the plaintiff could recover, in an action for money paid, contribution from the defendant as co-surety.

Purchase of Land with Registered Title for Infant and Another.

Q. 2797. We are acting for a purchaser of a house with a registered title. The purchaser desires the transfer to be into the names of herself and her two daughters (one of whom is an infant) as joint tenants beneficially. We have advised that it is not possible to include the infant in the transfer, but that the transfer should be to herself and her elder daughter as joint tenants, and that a separate document should be executed off the register setting out the trusts upon which the registered proprietors are to stand possessed of the proceeds of sale, namely, upon trust for themselves and the infant as joint tenants beneficially. We should be glad to have your advice as to whether this is the correct way of dealing with the matter.

A. It is agreed that the infant's name should not appear on the register and that the method of procedure suggested is correct. It may be necessary to stamp the deed of trust with an *ad valorem* stamp on the share of the purchase money representing the gift to the infant. It may be recited that the mother had previously given one-third of the money to each of the children (a transfer of money of course requires no stamp) and that the three had jointly agreed to invest it in the property for themselves as joint owners and not as owners in common. Whether the Controller of Stamps would accept that recital in case of the infant is doubtful. If the value is not large, we should recommend the deed should indicate a gift as far as the infant is concerned, with a certificate of value and the infant's share under £500.

Rent Restrictions Acts—Rent, &c., Restrictions Act, 1933.

Q. 2798. A is the statutory tenant under the Rent Restrictions Act of a house at a rental of 21s. per week. Her husband and she lived in the premises since 1909. For the whole of that period, up to three years ago, they let a room at the top of the house. The tenant died about three years ago, since which time the room has not been let. The husband died on the 28th March of this year, and A, the widow, is now the statutory tenant. She now wishes to know whether she can move to the top of the house where there is sufficient room for her purposes, and let the ground floor. She is naturally anxious that she should not forfeit her right to the statutory tenancy, and, as far as can be seen, there can be no objection to her doing as she wishes, being able, of course, only to charge the statutory rent as apportioned in respect of the ground floor.

A. Presumably the weekly rent of £1 1s. is inclusive of rates and that the rateable value, if outside London, did not exceed

£35 on 1st April, 1933. If on that day the rateable value in London exceeded £45 (which could hardly be the case) or outside London £35, the house will be de-controlled under the new Rent, &c., Restrictions Act, 1933. Subject to this, there appears to be no reason why A should not occupy the upper part and let the lower part at the proper apportioned rent and increase it by 10 per cent. under s. 7 of the Act of 1923, the landlord being entitled to increase his rent by 5 per cent. It would be well to get an order for apportionment. It is assumed there can be an apportionment notwithstanding *Lelyveld* v. *Peppercorn* [1924] 2 K.B. 633.

Claim for Damage by Removal of Timber.

Q. 2799. A landlord sells standing timber to a timber merchant. The timber is in woodlands adjoining farm lands, but the woodlands are not included in the farm tenancy. The timber has been felled and certain damage done to the fences, etc., and the farm tenant has instructed a valuer to prepare a claim for compensation for loss incurred through the timber felling operations. In the tenancy agreement the landlord reserves the right to fell and carry away timber on the demised premises, but nothing is said as to his having any right to lead across the demised premises from adjoining woodlands. The tenant's valuer takes the point that the timber merchant was a trespasser *ab initio*, and maintains that any claim made by the tenant should be preferred against the timber merchant and not against the landlord. In the circumstances is he correct, and further, would the answer be the same had the timber been on part of the premises comprised in the tenancy agreement?

A. If the landlord has *no other means of access* to the wood he *may* have a way of necessity to the wood over the farm by implied reservation. This, however, would not entitle him to cause damage by breaking fences, nor does it appear to imply a reservation of the right to cart timber, unless it was proved to have been within the contemplation of both parties when the farm was let. The opinion is given that if the agreement between the landlord and the timber merchant implied a right to cart the timber over the farm, as it would do if there was no other way, the landlord is liable to the farmer for breach of covenant for quiet enjoyment, but that at the same time the timber merchant is also liable to the farmer as a trespasser, and that as between the landlord and the timber merchant the ultimate liability depends on whether it was necessarily implied from the agreement of sale that the timber should be carted over the farm, and, if so, whether the damage done all *necessarily* followed from a proper method of felling and carting. *Prima facie* the timber merchant would have no right (as between himself and the landlord) to cause damage except that ensuing from the cutting up of the ground by the laden vehicles.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Solicitors Act, 1933—Draft Rules.

Sir,—Your correspondent "Experienced" appears to be unduly apprehensive of trouble, but it may be of interest to him and also to your correspondent "Consulting Accountant" to know that for many years I have used a cash book ruling almost identical to the specimen submitted by the latter in your issue of the 5th instant, and although I fail to be in agreement with "Consulting Accountant's" assertion that the ruling "covers the requirements," I am decidedly of opinion that, with minor amendments, it may be made to do so and prove easy of working.

To facilitate the working of the Act I suggest the following amendments of the Rules:—

(1) Rule 2.—Between the word "rule" followed by the word "shall" insert "exceeding in amount £50."

(2) Delete r. 5 and sub-r. (*a*) of r. 6.

(3) The insertion of a rule to the effect that a declaration of compliance with the Rules be made and filed on the renewal of annual certificates.

Nottingham. SOLICITORS' MANAGING CLERK.
21st August.

Sir,—It is easy for "Consulting Accountant" to dismiss criticism by alleging inexperience and pleading lack of space in your columns. A quarter of a century's experience of designing, keeping and checking accounts, both professional, commercial and trust, dealing with many hundreds of thousands of pounds, and of separate bank accounts, and the ability to appreciate the net result of an account as quickly as any accountant, and more quickly than most, is not inexperience.

I agree that space is limited, but assume a receipt from client A of £899 10s. 6d. and a payment for him of £899 5s. 6d. and a receipt from client B of £545 7s. and a payment for him of £545 9s. 6d. The suggested ruling will apparently show a balance of 2s. 6d., whereas the solicitor will actually have 5s. of clients' money in hand.

From practical knowledge of accounts and practice I maintain my criticism.

21st August. EXPERIENCED.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Mr. Baron Legge died on the 30th August, 1759. Born in 1704, he was the second son of the first Earl of Dartmouth and, on his mother's side, was the great grandson of Heneage Finch, Earl of Nottingham, Charles II's great Chancellor. He was called to the Bar at the Inner Temple in 1728, took silk in 1740 and was raised to the Bench of the Court of Exchequer in 1747. Both as judge and counsel, he displayed excellent ability, and specimens of his style in each capacity may be found in the State Trials—the case of William Chetwynd, in which he defended a schoolboy who had stabbed a companion on account of a piece of cake, and the case of Mary Blandy, who was tried before him for murdering her father.

THE TEST OF TIME.

The term just finished should be memorable, if only for having seen the despatch of the longest case on record, *Mitchell* v. *Holloway*, which began with a bill filed in Chancery in 1725. Till this patriarch among causes, now done to death by Farwell, J., claimed the endurance record, I believe the lengthiest litigation known was the suit between the heirs of Viscount Lisle and the heirs of Lord Berkeley respecting certain property in Gloucestershire. It began in the reign of Edward IV, survived Richard III, saw the Tudors and all their innovations in and out again, and was finally settled in the reign of James I, after a run of a hundred and twenty years.

THE APPEAL FOR BREVITY.

Mr. Justice Humphreys did not appeal in vain to the counsel in the great fire case at the Old Bailey when he asked for short speeches. Their response certainly accelerated the liberation, at any rate, of the judge and jury. It is well that counsel were willing to suffer a curtailing of their eloquence, for such suggestions have not always been well received by the Bar. Once, while Mr. Fischer, K.C., was engaged in a case before Sir George Jessel, the Master of the Rolls asked him to come without delay to what was really relevant. The leader was much hurt by the suggestion and, though judgment was in

his favour, he rose before leaving the court, and to the amazement of everyone, said: "My lord, I took your insult quietly because the case was proceeding. I have now to wish your lordship a respectful adieu, as I shall not, after what your lordship has thought fit to say, appear in your lordship's court again." What is more, he never did. Yet the Bench has often condemned prolixity much more plainly. For example, after a particularly tedious speech by Serjeant Prime, his opponent began: "Gentlemen, after the long speech of the learned sergeant . . ." when Mr. Justice Nares interrupted, saying: "Sir, I beg your pardon, you might say 'after the long soliloquy,' for my brother Prime has been talking an hour to himself."

THE LONG CASE.

Though the Old Bailey has never seen so long a trial as the great fire insurance case, it is only because the Tichborne trial was a trial at bar, heard at Westminster. Through 188 sittings it lasted, starting in April, 1873, eating into half the Long Vacation, and only finishing at the end of February, 1874. Three future judges, Hawkins, Mathew and Bowen, appeared for the prosecution, and one at least had fears that the case might be the ruin of him. On Mathew's apprehensions, Bowen composed some lively verses:—

"Amid the case that never ends
We sat and held a brief,
Mathew and I, a pair of friends,
And one a withered leaf.
'My friend,' said Mathew, 'all is done,
A withered leaf am I;
Last Guildhall sittings there were none
Left so completely dry.
And I since first this case began
Sit here for ever chained;
No one consults me and by none
Am I enough retained.
My faithful clerk and I are short
Of cash. He now forsees
A sad old age—some County Court
Far from the Common Pleas.'"

Obituary.

LORD ANSLOW.

Lord Anslow, of Iver, died on Sunday, 20th August, at the age of eighty-three. A son of Sir Tonman Mosley, third baronet, he was educated at Repton and Corpus Christi College, Oxford, and having been called to the Bar by the Inner Temple in 1874, he joined the Midland Circuit. Mr. Mosley was a D.L. for Staffordshire and Buckinghamshire and a J.P. for Buckinghamshire and Derbyshire, and was Chairman of Quarter Sessions for Derbyshire from 1897 to 1902. He was Chairman of the Buckinghamshire County Council from 1904 to 1921 and of the County Territorial Force Association from 1908 to 1919. He was made a C.B. in 1911, and was created Baron Anslow of Iver in 1916.

MR. T. W. BELL.

Mr. Thomas William Bell, solicitor, of Ealing, and of Great St. Helen's, E.C., died on Saturday, 19th August. Mr. Bell, who was admitted a solicitor in 1921, was with Messrs. Middleton, Lewis & Clark, solicitors, of Great St. Helen's, E.C.

MR. H. C. L. HANNE.

Mr. H. C. L. Hanne, solicitor, of Wandsworth, died at his home on Thursday, 17th August, at the age of sixty-four. Admitted a solicitor in 1898, Mr. Hanne entered into partnership with his father at Lavender Hill. On his father's death he succeeded to the practice, and carried on his work mainly at the South-Western Police Court and the Wandsworth County Court.

MR. E. F. TURNER.

We regret to announce the death of Mr. Edward Francis Turner, retired solicitor, of 29, Victoria Road, S.W.1, which took place at Crowborough, on the 22nd August, at the age of 83. A full notice will appear in our next issue.

MR. E. C. WEISS.

Mr. E. C. Weiss, solicitor, of Wealdstone and Clement's Inn, W.C., died suddenly at Land's End on Friday, 18th August. Mr. Weiss, who was admitted a solicitor in 1930, was a member of the firm of Messrs. Buckeridge & Braune, of Clement's Inn

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 3), 1933, DATED JULY 31, 1933.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. The following provision shall be inserted at the end of Rule 1 of Order XXXVI:—

"provided that this Rule and Rules 1A, 2, 3, 4, 5, 6 and 7 of this Order shall have effect subject to the provisions of the Administration of Justice (Miscellaneous Provisions) Act, 1933,* and an application under section 6 of that Act for an order that an action assigned to the King's Bench Division or a question arising in such an action shall be tried with a jury, if not made at the hearing of the summons for directions under Order XXX or the hearing of the summons for leave to enter judgment under Order XIV may be made at any other time, so however that in any case the application is not made later than four days after notice of trial has been given."

2. Rule 11 of Order XXXVI shall be revoked and the following Rule shall be substituted therefor:—

"11. Notice of trial may be given in any cause or matter by the plaintiff or other party in the position of plaintiff at the times following:—

(*a*) in actions to which Rule 1 of Order XXX applies and in actions in the New Procedure list, at any time after an order made on the summons for directions or after an order under Order XIV giving directions as to the place and mode of trial:

(*b*) in other proceedings, at any time after a reply has been delivered or after the time for delivery of a reply has expired."

3. These Rules may be cited as Rules of the Supreme Court (No. 3), 1933, and the Rules of the Supreme Court, 1883† shall have effect as amended by these Rules.

Dated the 31st day of July, 1933.

Sankey, C.	*Rigby Swift*, J.
Hewart, C.J.	*Maugham*, J.
Hanworth, M.R.	*D. B. Somervell.*
Merrivale, P.	*A. W. Cockburn.*
P. Ogden Lawrence, L.J.	*C. H. Morton.*
Roche, J.	*Roger Gregory.*

* 23-4 G. 5. c. 36.

† S.R. & O. Rev. 1904, XII, Supreme Court E., pp. 54-417 (printed as amended to Dec. 31, 1903).

Societies.

The Law Society.

PROVINCIAL MEETING, 1933.

The Law Society is holding its Annual Provincial Meeting at Oxford at the end of September, and particulars of the arrangements have been circulated to members. The morning and afternoon of Tuesday, 26th September, and the morning of Wednesday, 27th September, will be devoted to the business proceedings of the meeting at the Carfax Assembly Rooms. On the evening of Tuesday, 26th September, there will be a banquet at the Town Hall.

The business proceedings will last, on 26th September, from 10.30 to 1.30 and from 2.30 to 4.30. On 27th September they will last from 10.45 to 1.30. The banquet will be at 7.30 on 26th September.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. WILLIAM STEWART to be the Judge of the County Courts on Circuit No. 15 (N. Yorkshire) in the place of His Honour Judge Chapman, deceased. Mr. Stewart, who was called to the Bar by the Middle Temple in 1908, has practised on the North-Eastern Circuit and was appointed Recorder of Doncaster last March.

It is announced from the Colonial Office that Mr. S. J. THOMAS, Puisne Judge, Kenya, has been selected for the appointment of Chief Justice, Federated Malay States, in succession to Sir L. H. Elphinstone, who has retired. Mr. Thomas has been a Puisne Judge in Kenya since 1929.

Mr. MAURICE V. EVANS, solicitor, Ruabon, has been appointed Coroner for the Wrexham and East Denbighshire district, in succession to the late Mr. Llewelyn Kenrick. Mr. Evans was admitted a solicitor in 1924.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Thomas Hudson, retired solicitor, of Lytham, left £22,692, with net personalty £22,424.

Mr. Edwin Hands, solicitor, of Loughborough, left £16,525, with net personalty £13,083.

OLD BAILEY LIBRARIAN.

Mr. William Edward Coles, the Old Bailey librarian, is retiring at the age of seventy-four. He was appointed librarian of the Old Bailey in 1911 after twenty-five years' service in the City of London Police. During the war he rejoined the City force and was away for several years, afterwards returning to his position as librarian.

HOPS MARKETING INQUIRY.

It was announced in *The Times* recently that the Minister of Agriculture has appointed Mr. F. M. Russell Davies, K.C., who held the public inquiry into objections to the Milk Marketing Scheme, to hold a public inquiry into objections made to amendments of the Hops Marketing Scheme, 1932, which have been submitted to the Minister by the Hops Marketing Board. The hearing will be opened at 10.30 a.m. on Monday, 11th September, in Court B, Judges' Quadrangle, Royal Courts of Justice, Strand, W.C.2, and the inquiry will be conducted in accordance with the Agricultural Marketing (Public Inquiry) (England) Rules, 1932.

BLIND MAN ARTICLED IN MANCHESTER.

Mr. John Metcalfe, a blind Manchester man, who recently gained an honours degree in Law at Oxford University, is being articled to Messrs. Cooper, Sons & Co., a Manchester firm of solicitors.

When he lost his sight at the age of seventeen, Mr. Metcalfe was given a grant by the National Institute for the Blind, which enabled him to enter Worcester College for the Blind. There he had a brilliant career, eventually proceeding to Oxford with scholarships awarded by the National Institute, the Gardner Trust, and the Lancashire County Council.

LEGAL & GENERAL ASSURANCE SOCIETY, LIMITED.

CHANGES IN DIRECTORATE.

The Directors announce with great regret that Mr. Charles Plumptre Johnson, J.P., has retired from the Board as from the 1st July, 1933. Mr. Johnson has been a Director since 1895 and filled the office of Vice-Chairman from 1910 until 31st December, 1932.

It is also announced that the following gentlemen have been elected as Directors of the Society :—

The Hon. John Mulholland, of Messrs. Edward de Stein and Co., Pinners Hall, Austin Friars, E.C.

Mr. Frederick H. E. Branson, of Messrs. Linklaters and Paines, 2 Bond-court, Walbrook, E.C., and

Mr. Miles Beevor, of Messrs. Williams & James, Norfolk-house, Embankment, W.C.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 31st August, 1933.

	Div. Months.	Middle Price 23 Aug 1933.	Flat Interest Yield. £ s. d	†Approximate Yield with redemption £ s. d
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	108¼	3 13 11	3 9 0
Consols 2½%	JAJO	74	3 7 7	—
War Loan 3½% 1952 or after	JD	100	3 10 0	3 10 0
Funding 4% Loan 1960-90	MN	111¼	3 11 11	3 7 3
Victory 4% Loan Av. life 29 years	MS	108¾xd	3 13 7	3 10 3
Conversion 5% Loan 1944-64	MN	116½	4 6 0	3 4 5
Conversion 4½% Loan 1940-44	JJ	109¾	4 2 0	2 18 9
Conversion 3½% Loan 1961 or after	AO	100½	3 9 8	3 9 5
Conversion 3% Loan 1948-53	MS	97⅛	3 1 8	3 3 9
Conversion 2½% Loan 1944-49	AO	93¼	2 13 7	3 0 10
Local Loans 3% Stock 1912 or after	JAJO	86½	3 9 6	—
Bank Stock	AO	349½	3 8 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	107½	4 3 11	3 18 1
India 3½% 1931 or after	JAJO	83½	4 3 10	—
India 3% 1948 or after	JAJO	71½	4 3 11	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 3
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	107	4 13 5	4 4 10
Canada 3½% 1930-50	JJ	98	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 5
New South Wales 3½% 1930-50	JJ	93	3 15 3	4 1 7
*New South Wales 5% 1945-65	JD	106	4 14 4	4 6 11
*New Zealand 4½% 1948-58	MS	105	4 5 9	4 0 11
*New Zealand 5% 1946	JJ	108	4 12 7	4 2 9
*Queensland 4% 1940-50	AO	101	3 19 2	3 16 7
*South Africa 5% 1945-75	JJ	111	4 10 1	3 16 8
*South Australia 5% 1945-75	JJ	106	4 14 4	4 7 0
*Tasmania 3½% 1920-40	JJ	99	3 10 8	3 13 6
Victoria 3½% 1929-49	AO	95	3 13 8	3 18 6
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	113	3 19 8	3 7 8
*Cardiff 5% 1945-65	MS	108xd	4 12 7	4 2 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3 10 7	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	92	2 14 4	3 2 11
Metropolitan Water Board 3% "A" 1963-2003	AO	86	3 9 9	3 10 10
Do. do. 3% "B" 1934-2003	MS	87	3 9 0	3 10 0
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	84	3 11 5	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	100½	3 19 7	—
Gt. Western Rly. 5% Rent Charge	FA	116½	4 5 10	—
Gt. Western Rly. 5% Preference	MA	99xd	5 1 0	—
‡L. & N.E. Rly. 4% Debenture	JJ	96½	4 2 11	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	82½xd	4 17 0	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	98	4 1 8	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	88xd	4 10 11	—
Southern Rly. 4% Debenture	JJ	101½	3 18 10	—
Southern Rly. 5% Guaranteed	MA	112xd	4 9 3	—
Southern Rly. 5% Preference	MA	100xd	5 0 0	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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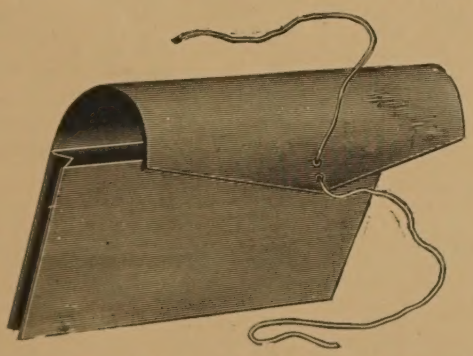

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